

### **REMARKS**

This responds to the Office Action mailed on September 11, 2007.

No claims are amended, no claims are canceled, and no claims are added; as a result, claims 1-37 are now pending in this application.

#### **§102 Rejection of the Claims**

Claims 1-37 were rejected under 35 U.S.C. § 102(e) for anticipation by Boesch et al. (U.S. 5,897,621; hereinafter "Boesch").

Applicants respectfully submit that the rejection of claims 1-37 under 35 U.S.C. § 102(e) is defective for the reason that Boesch does not disclose each and every limitation of the independent claims of the present application.

To anticipate a claim, the reference must teach every element of the claim.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference."

#### **Independent Claims 1, 24, 34 and 36**

Applicants believe that the issue of patentability of the independent claims 1, 24, 34 and 36 over Boesch is best understood with regard to claim 1.

Claim 1 includes the following limitation:

*communicating to the sender via the communications network information identifying a current exchange rate for conversion between the sender-selected currency and a sender primary currency...*

The Office Action partly relies upon the following quotes from Boesch, which fail to disclose communicating to the sender a current exchange rate for conversion between the sender-selected currency and a sender primary currency.

Having agreed upon the product and the price, the merchant computer 300 transmits a first set of data to the server 100. This first set of data includes the agreed price that the merchant user 303 is willing to receive for his product. The transmitted agreed price is in the merchant accepted currency.

Boesch, col. 7 lines 30-36 (first quote).

Having agreed upon the product and the price, the customer computer 200 transmits a second set of data to server computer 100. This second set of data includes the amount that the customer user 203 is willing to pay for the agreed product. The transmitted amount is in the customer selected currency. As previously stated, the customer selected currency is contemplated as being different than the merchant accepted currency.

Boesch, col. 7 lines 30-39 (second quote).

Upon receiving the amount in the customer selected currency A(CSC) and the agreed price in the merchant accepted currency P(MAC), the server 100 approves the transaction. The approval process performed by server 100 is based upon the relative value of the customer selected currency in terms of the merchant accepted currency. This relative value may be established by the operator of server 100, a third party, or in other aspects of the present invention, the customer user 203 or the merchant user 303. This preferably includes a rate of exchange at which the customer selected currency can be converted into the merchant accepted currency.

Boesch, col. 7 lines 30-39 (third quote).

The above quotes from Boesch relate a method for multicurrency transactions. The first quote relates a merchant computer that transmits to a server an agreed price a merchant user is willing to receive for his product. The agreed price is in a merchant accepted currency. The second quote relates a customer computer that transmits to the server an amount the customer user is willing to pay. The amount is in a customer selected currency which is contemplated to be different from the merchant accepted currency. The third quote relates approval of the transaction by the server. Specifically, the server may approve the transaction based on a relative value that includes a rate of exchange at which the customer selected currency can be converted into the merchant accepted currency.

Claim 1 requires communicating to a sender information identifying a current exchange rate for conversion between the sender-selected currency and a sender primary currency. In contrast, the above quote from Boesch does not disclose any such communicating because Boesch relates a fundamentally different transaction. Specifically, Boesch relates a transaction whereby a customer selected currency is converted into a merchant accepted currency. Indeed, Boesch cannot relate the conversion recited in claim 1 because Boesch entirely fails to disclose the notion of a sender-selected currency in conjunction with a sender primary currency. Boesch therefore cannot be said to anticipate the above quoted limitation of claim 1 because Boesch relates a customer selected currency being converted into a merchant accepted currency and claim 1 requires communicating to a sender information identifying a current exchange rate for conversion between a sender-selected currency and a sender primary currency.

In summary, because Boesch does not disclose each and every limitation of claim 1, it fails to make a *prima face* showing of anticipation as is required to support a rejection of this claim under 35 U.S.C. § 102(e).

The above remarks are also applicable to a consideration of independent claims 24, 34 and 36.

As dependent claims are deemed to include all limitation of claims from which they depend, the rejection of claims 2-23 and 25-30 under 35 U.S.C. § 102(e) is also addressed by the above remarks, and the amendments contained herein.

### **Independent Claims 13, 31, 35 and 37**

Applicants believe that the issue of patentability of the independent claims 13, 31 and 35 over Boesch is best understood with regard to claim 13.

Claim 13 includes the following limitation:

*receiving from the recipient via the communications network data indicating a recipient decision with respect to an acceptance of the payment in the sender-selected currency;*

Boesch states the following:

It is noted that not requiring "approval" of a currency by the merchant user 303 and/or the customer user 203 is distinguishable from the approval of a "transaction" by the server 100. Approval of a currency would be, for example, where the customer user 203 would need the permission of the merchant user 303 to pay in a given customer selected currency. Approval of transaction, on the other hand, commits the customer user 203 and the merchant user 303 to the terms of the transaction and commits the server 100 to perform virtual settlement of the transaction. The present invention does not require approval of a currency.

Boesch, col. 7 lines 30-39 (third quote).

The above quote from Boesch distinguishes an "approval" of a currency from an "approval" of a transaction. Specifically, the above quote states, "[i]t is noted that not requiring 'approval' of a currency by the merchant user 303 and/or the customer user 203 is distinguishable from the approval of a 'transaction' by the server 100." Further, the above quote concludes "[t]he present invention does not require approval of a currency."

Claim 13 requires receiving a recipient decision with respect to an acceptance of the payment in the sender-selected currency. In contrast, Boesch cannot disclose any such receiving because Boesch explicitly disavows a transaction that requires an approval of a currency.

In summary, because Boesch does not disclose each and every limitation of claim 13, it fails to make a *prima face* showing of anticipation as is required to support a rejection of this claim under 35 U.S.C. § 102(e).

The above remarks are also applicable to a consideration of independent claims 31, 35 and 37.

As dependent claims are deemed to include all limitation of claims from which they depend, the rejection of claims 32-33 under 35 U.S.C. § 102(e) is also addressed by the above remarks, and the amendments contained herein.

*Reservation of Rights*

In the interest of clarity and brevity, Applicants may not have equally addressed every assertion made in the Office Action, however, this does not constitute any admission or acquiescence. Applicants reserve all rights not exercised in connection with this response, such as the right to challenge or rebut any tacit or explicit characterization of any reference or of any of the present claims, the right to challenge or rebut any asserted factual or legal basis of any of the rejections, the right to swear behind any cited reference such as provided under 37 C.F.R. § 1.131 or otherwise, or the right to assert co-ownership of any cited reference. Applicants do not admit that any of the cited references or any other references of record are relevant to the present claims, or that they constitute prior art. To the extent that any rejection or assertion is based upon the Examiner's personal knowledge, rather than any objective evidence of record as manifested by a cited prior art reference, Applicants timely object to such reliance on Official Notice, and reserves all rights to request that the Examiner provide a reference or affidavit in support of such assertion, as required by MPEP § 2144.03. Applicants reserve all rights to pursue any cancelled claims in a subsequent patent application claiming the benefit of priority of the present patent application, and to request rejoinder of any withdrawn claim, as required by MPEP § 821.04.

**CONCLUSION**

Applicants respectfully submit that the claims are in condition for allowance, and notification to that effect is earnestly requested. The Examiner is invited to telephone Applicant's attorney at 408-278-4046 to facilitate prosecution of this application.

If necessary, please charge any additional fees or credit overpayment to Deposit Account No. 19-0743.

Respectfully submitted,

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Date January 11, 2008

By

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**CERTIFICATE UNDER 37 CFR 1.8:** The undersigned hereby certifies that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail, in an envelope addressed to: Mail Stop Amendment, Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 11 day of January 2008

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